The Solicitors' Journal.

LONDON, OCTOBER 14, 1882.

CURRENT TOPICS.

VICE-CHANCELLOR HALL'S chief clerks and chamber staff have been attached to Mr. Justice KAY, and an order will shortly be issued transferring to that judge all the causes marked for the Vice-Chancellor.

A SCHEME is in contemplation for locating the Middlesex Registry Office in the building in Chancery-lane formerly occupied by the Chancery Registrars. The adjoining building, formerly occupied by the Record and Writ Office, is being converted into chambers by the benchers of Lincoln's-inn.

THE APPOINTMENT of Mr. JOHN PEARSON, Q.C., to the vacant judgeship was generally anticipated, and will be received with much satisfaction. The new judge has long been known as a sound and able lawyer, and, although it is always dangerous to hazard predictions as to judicial careers, we shall be greatly deceived if he does not prove a valuable addition to the judicial staff of the Chancery Division.

IT IS STATED that the architects of the Royal Courts of Justice either have certified, or are about to certify, the completion of the works under the principal contract, and that possession of the building is to be given up this week to the First Commissioner of Works. The contract referred to was for £693,429, but it did not include the cost of the fittings or of the works connected with warming, lighting, or ventilating the courts. The total amount of the original principal and supplementary contracts was about £826,000, and under their provisions the western block, containing the courts, was to be completed in 1880.

THE RETIREMENT of Sir CHARLES HALL leaves Sir JAMES BACON the last of the Vice-Chancellors, and an office, not quite seventy years old, is likely before long to become extinct. Out of the eighteen Vice-Chancellors who have been appointed, two—viz., Lord CRANWORTH and Lord HATHERLEY—became Lord Chancellors of England, and one—Sir ANTHONY HART—became Lord Chancellor of Ireland. The two first Vice-Chancellors, Sir THOMAS PLUMER and Sir JOHN LEACH, were successively promoted to the office of Master of the Rolls, but no similar transfer has since taken place. No fewer than six Vice-Chancellors have, however, become Lords Justices of Appeal.

THE MARRIAGE at Sheffield which, according to the reports in the daily journals, was attempted to be interrupted, seems to have been a marriage by licence; and if so, according to the commonly-received opinion, the objector was too late with his objection. His proper course would have been to enter a *caveat* against the grant of a licence. The effect of the entry of a *caveat* is equivalent to the public "forbidding of the banns," and it is provided by 4 Geo. 4, c. 76, s. 11, that if a *caveat* is entered, signed by the objector, and stating his residence, and the ground of objection, no licence shall issue till the *caveat* or a copy is transmitted to the judge out of whose office the licence is to issue, and until the judge has certified to the registrar that he has examined into the matter of the *caveat*, and is satisfied that it ought not to obstruct the grant of the licence for the marriage; or until the *caveat* has been withdrawn by the objector. After a licence has been granted in due form, and such licence is presented to the minister, it is generally thought that he has no option but to perform the marriage ceremony. This was, indeed, laid down by Vice-Chancellor KINDERSLEY in *Tucknies* v. *Alexander* (32 L. J. Ch. at p. 806); and no doubt a minister who, after such a licence has been presented to him, absolutely refuses at any time to perform the ceremony is liable to prosecution in the spiritual court, and possibly also to an action at law (see *Davis* v. *Black*, 1 A. & E. 900). It was clearly settled in *Argar* v. *Holdsworth* (2 Lee, 515) that the minister is not merely permitted, but obliged, to marry by licence. As Sir G. LEE said in that case, "A licence is a legal authority for marriage, and a minister is guilty of a breach of his duty who refuses to marry pursuant to a proper licence." But it seems from the observations of the judge in this case that if a minister suspects fraud, mere delay in performing the ceremony may be justifiable for the purpose of inquiry. Considering the ease and secrecy with which licences can be obtained, and the difficulty, in some cases, of knowing where to enter a *caveat*, it would probably be well if this suggestion were more widely known.

AN INTERESTING QUESTION arises, rather outside the range of our articles on the new Married Women's Property Act, as to the effect of that Act on curtesy. After the Act comes into operation, will a husband, who survives his wife, be entitled, by the curtesy of England, to an estate for life in the wife's lands? In the absence of settlements the husband is now entitled to the rents and profits of his wife's lands during their joint lives. He has an estate of freehold in them during the coverture; and, after her death, if he has had issue by her born alive that might by possibility inherit, he is tenant by the curtesy of all her lands of which actual seisin was obtained during the coverture. If the lands were settled to the wife's separate use (without the intervention of any trustee) equity interfered with the husband's rights as far as the rents and profits accruing during coverture were concerned; but no further. The husband's legal title during the coverture remained; and, after the wife's death, if she had not alienated the land, he was still tenant by the curtesy, even if the separate use applied to the fee (*Cooper* v. *Macdonald*, L. R. 7 Ch. D. 288). The reason assigned by the Master of the Rolls for so deciding in that case was that, after equity had satisfied the purposes of the separate use, which were exhausted on the death of the wife, it must follow the law, and give the husband his curtesy. By the Married Women's Property Act, 1882, section 1, the wife is enabled to acquire any property as her separate property in the same manner as if she were a *feme sole*; and by section 2, her real estates, if she be married after the commencement of the Act, will be her separate property. The husband, then, in such a case, during the coverture, seems to take no estate in his wife's lands. What therefore happens after the death of the wife? Can the husband be tenant by the curtesy after her death, even if he had no estate during her life? It seems from the *Grand Coustumier* (c. 121) that the husband is entitled to curtesy only out of the fee of which he was possessed in right of his wife. After the commencement of the Act he will be possessed of nothing in right of his wife. How, then, can he be entitled to curtesy? On the other hand, the object of the Act was, no doubt, to protect the wife, and not to alter the rights of the persons entitled after her death. It does not in terms interfere with the devolution of the estate after her death, and it can hardly have been the intention of the Legislature to exclude curtesy while the wife is still entitled to dower out of her husband's lands.

IT SEEMS that next year postage stamps may be used for denoting certain stamp duties not exceeding 2s. 6d. Section

13 of the Revenue, Friendly Societies, and National Debt Act, 1882 (45 & 46 Vict. c. 72), provides that—

"(1.) On and after the first day of January one thousand eight hundred and eighty-three any stamp duties of an amount not exceeding two shillings and sixpence which may legally be denoted by adhesive stamps not appropriated by any word or words on the face of them to any particular description of instrument, and any postage duties to the like amount may be denoted by the same adhesive stamps.

"(2.) With a view to exhaust any adhesive postage stamps denoting an amount not exceeding two shillings and sixpence which may have been unissued or unused, such stamps to a proper amount may be used to denote any stamp duties of an amount not exceeding two shillings and sixpence, which may legally be denoted by adhesive stamps not appropriated by any word or words on the face of them to any particular description of instrument.

The limit of 2s. 6d. apparently has reference to the stamp on leases for less than a year of any furnished dwelling-house or apartments, this being (with the exception of the stamp on writs of resignation, &c., under 31 & 32 Vict. c. 101, s. 116) the highest stamp duty of fixed amount allowed by law to be denoted by adhesive stamps. Section 14 provides that where two or more adhesive stamps are used to denote the stamp duty, the person on whom the duty of cancellation is by law imposed must cancel each stamp.

THE CLERK to the Pontefract Justices, on whose decision in the poaching case, as reported in the *Times*, we commented last week, writes to explain that the report which appeared of the case was incorrect; that the contention of the solicitor for the defence, that females did not come within the purview of the Act, was at once overruled, and that the case was heard and dismissed on its merits. It would be interesting to know by whom the report of the case was furnished to the daily papers.

THE HISTORY OF THE REMUNERATION ORDER.

THE Council of the Incorporated Law Society have taken a course which, we think, will receive the strong approbation of their constituents. In a "statement," which will be found in another column, they have explained their action with reference to the Remuneration Order, and they have appended to this explanation both the draft order which they laid before the Tribunal, and also the "observations and suggestions" which they submitted after considering the draft order framed by the Tribunal. We are thus enabled, to some extent, to review the discussions and negotiations which led to the making of the Order which we have already fully discussed.

About a year ago a committee of the council was appointed to co-operate with Mr. Druce in preparing a draft order to be laid before the Tribunal. This committee rejected the council's scale of 1880, on the ground that it had been little used except on mortgages; and decided to frame a uniform scale for solicitors on both sides in purchases and mortgages, based upon a moderate percentage. A commission of ten per cent. was adopted as the standard, the percentage being increased on small transactions. As ultimately settled, after conference with a deputation from the country law societies, this scale (as we have before stated) provided a remuneration for the solicitor on both sides for sales, purchases, and mortgages completed, of 2 per cent. up to £1,000, 1 per cent. thence up to £5,000, and one-half per cent. on any further amount, with a minimum remuneration of £5; the scale to include the preparation, or perusal and approval, and completion of the contract. With regard to leases at a rent (other than mining and building leases), it was proposed that the remuneration of the lessor's solicitor should be 7½ per cent. on the rent up to £100, with a minimum remuneration of £5; 5 per cent. on any further rent up to £200, and 2½ per cent. on any further rent beyond £200. With regard to building leases, the scale suggested by the council was that which is adopted in the Order as issued. The remuneration of the lessee's solicitor was proposed in each case to be one-half of the amount prescribed as the remuneration of the lessor's solicitor. And with regard to settlements of personal estate, the council proposed that the same remuneration should be given as on a purchase at a price equal to the value of the personal estate settled, as estimated for the purposes of the stamp duty, but that where the settlement was made upon marriage, the intended husband's solicitor should receive remuneration at half this rate.

This draft order was laid before the first meeting of the Tribunal on May 13 last. Several meetings of the Tribunal were held in May and June. Though the council in their statement, of course, refrain from any reference to the discussions at these meetings, it is no secret that, notwithstanding that the draft order of the council had been approved by the deputation from the country law societies, the principle of the scales in operation at Liverpool and Manchester, which divide the commissions on sales and mortgages into two parts—one for negotiating and the other for deducing and examining title and completion—was strenuously and effectively pressed on the Tribunal. And it is not difficult to conjecture that the chief opponent of the proposal to apply the scale to settlements would be the president of the Liverpool Law Society, that body having last year, in reference to the Solicitors' Remuneration Bill, strongly combated the idea of charging by scale in the case of settlements. The views thus urged found favour with the majority of the Tribunal, and on July 4 the council received for consideration and suggestion the draft order proposed to be made, which as to the scale for sales, purchases, and mortgages in Part I. of Schedule I. was identical with the Order as issued, and as to the rules in Part I. was nearly identical. The scales in Part II. of Schedule I. were also identical with those in the Order as issued, and the rules in Part II. were also the same, with the exception of rule 5, as to remuneration in respect of a premium paid on the granting of a lease. It was proposed that such premium should be divided into the number of years included in the term and treated as an annual rent, in addition to the rent reserved by the lease, and that commission should be charged on the aggregate rent. The provisions of Schedule II. were identical with those in the Order as issued.

After considering this draft order, the council sent in their suggestions. Omitting suggestions relating to merely verbal alterations, we may shortly sum up the purport of the observations and the reception they met with, as follows:—(1) The council proposed to include in the Order conveyancing transactions under registered titles (rule 1). The suggestion was rejected. (2) The council submitted that the enumeration of matters not to be included in the scale remuneration (rule 4) should include "charges for maps and plans." The suggestion was rejected. (3) The council pointed out that a small minority only of the profession would be able to participate in the fees for negotiation, and that the fees for deducing title, investigating title, and completing were not adequate remuneration apart from the fees for negotiation. They suggested, however, that if rule 12 were modified so as to make it applicable to all cases where no negotiation fee was received by the solicitor—that is to say, if the rule were made to read "In cases where . . . a solicitor would *not* be entitled to charge a commission," &c.—it would to a large extent meet their objection. The suggestion was rejected. (4) The council objected to the provision at the foot of the scale in Part I. of Schedule I. that "every transaction exceeding £100,000 is to be charged for as if it were for £100,000," and suggested that the remuneration of the solicitor for transactions exceeding £100,000 should be proportioned to the purchase or mortgage money. The suggestion was rejected. (5) Rule 11 in the draft order provided that in sales under the Lands Clauses Consolidation Act, &c., "*the scale charge for negotiation should not apply.*" The council suggested that purchases under these Acts should be altogether excluded from the scale. This suggestion was adopted. (6) The council objected that the curious provision of rule 5 in Part II. of Schedule I. as to dividing the premium on a lease or conveyance at a fee farm rent over the years of the "lease" would be unworkable, and suggested the alteration of the rule so as to make purchase remuneration payable on the premium. This suggestion was adopted.

It will be seen, therefore, that of the six substantial amendments advocated by the council two only were adopted by the Tribunal. One of these, the provision with regard to leases and conveyances on rents in perpetuity at a fine, is of little practical importance save in the neighbourhood of Manchester. The other, in the opinion of practitioners who have had extensive business in connection with sales under the Lands Clauses Act, is likely to prove a grave mistake.

Under that Act, as our readers know, the vendor's solicitor's conveyancing costs, recoverable from the purchasers, are limited to the deduction of such title as the purchasers shall require, and the perusal and execution of the conveyance. But (as the council themselves point out), "in practice, as the purchasers have the means, by paying the purchase-money into court, of acquiring an absolute fee simple, titles are much less strictly investigated on these sales than on an ordinary purchase." The result of excluding these transactions from the scale cannot fail to be to hold out a strong inducement to the purchasers' solicitor to ask for an extremely short title, and he will, of course, use the very shortest form of conveyance. The result to the vendor's solicitor, who has to charge on the old system, will be at once appreciated. We do not at all understand either the reasoning used by the council in support of their proposal, or the motives which can have led them to make such a proposal. We know, as a matter of fact, that some of the practitioners most interested in the subject are greatly dissatisfied with the provision inserted in the Order at the suggestion of the council.

The rejected suggestions embrace only a few of the points which we have noticed in our remarks on the Order. We drew attention to the exclusion of plans from the list of disbursements. London solicitors will find the cost of the three plans required by the Middlesex Registry a heavy deduction from their scale remuneration. The council state the charge for the set as varying from ten shillings to two guineas or more; we should imagine it is comparatively rarely that they can be obtained for the former sum. The rejected suggestions relating to conveyancing transactions under registered titles, and charges on transactions over £100,000, are not of much practical moment. The most important rejected suggestion is that which relates to the provision for the division of the commission into negotiation and conduct of auction fees, and fees for deducing and investigating title and completing. Probably the course adopted by the council was the only feasible one under the circumstances, since every argument that could be used against the division of the scale would no doubt have been urged by Mr. Druce before the Tribunal. But we do not think that, even if the suggestion of the council had been adopted, and the increased scale had been made applicable to all solicitors who do not receive a negotiation fee, the result would have been satisfactory to the profession. It is little short of absurd that a scale for the general remuneration of solicitors should have been framed with reference to a course of practice which is adopted only by a small minority of solicitors. We think that the refusal of the Tribunal to modify the provisions with reference to the division of the remuneration will be regarded by the great mass of the profession as affording ample justification for the course taken by the President of the Incorporated Law Society of refusing to sign the Order.

THE MARRIED WOMEN'S PROPERTY ACT.

I.

This Act is undoubtedly of sufficient practical importance to be noticed with some care; though we think that the disposition of the lay newspapers has been to err on the side of exaggeration. A great part of the Act is a consolidation of existing law; and the whole of it, whether old or new, must be viewed in connection with the prevalence of the custom of bringing married women's property into settlement. Whether in relation to the classes who do, or to the classes who do not, now indulge largely in marriage settlements, we see reason to suppose that its practical consequences, at all events for a long time to come, will not be very startling. So far as it concerns the upper classes and people in general who are accustomed to settlements, the Act contains nothing which seems likely to make settlements less common; nor does it seem to have been designed to have any such effect. Therefore, so far as such people are concerned, the Act's effect is necessarily confined to the protection of such property belonging to married women as is not comprised in some settlement; and this is probably a very small part of the property belonging to the married women of the classes under consideration. And so far as regards other classes, we suspect that things will remain much the same as before. For the protection which the Act attempts to extend over married women's property, is only the degree of protection which would be given by a marriage settlement which should merely give the property to the wife for her separate use, without in any way restricting her power to deal with it. But every legal practitioner is aware that the chief use of settlements, so far as the wives are concerned, is to protect them from the influence of their husbands; and this is a protection which the Act is powerless to give them. It is a generally received axiom, that if a settlement merely gives the wife a separate use, leaving her free to give the property to her husband, the property might as well have been allowed to go straight to him by the operation of the law, instead of by a more circuitous, but hardly less inevitable, route. Perhaps the courage and ingenuity of Lord Cairns may some day elude this difficulty by devising a ready-made "implied settlement" for everybody; but until this has been done, "marital influence" is likely (at all events for a long time to come) to have nearly the same effect, for all practical purposes, as "marital right."

It by no means follows from what we have said that such an Act is superfluous; and since the above-mentioned drawbacks upon its practical effect were inevitable, they are certainly not the Act's fault. Even if the Act had attempted nothing more than a consolidation of the existing law, there would have been quite enough to justify its existence, if it had also effected some of that improvement for which the old Acts afford abundant room. But we regret to say that, in our opinion, the Act is not very well qualified to claim this justification. It contains one judicious provision, in section 1, sub-section (4); and another, which is not well expressed, is inserted, in what we think a very clumsy manner, into the saving clause (section 19). With these exceptions, we find little in the Act which seems to deserve strong commendation; and if our hopes (chastened by previous experience) had not been exceedingly moderate, we should have felt exceedingly disappointed.

The Act begins rather infelicitously in its preamble, not only speaking of "the Act of *the thirty-third and thirty-fourth Victoria*"—which, we submit, is really carrying slovenliness too far—but falsely stating that the said Act is "intituled 'the Married Women's Property Act, 1870,'" whereas, in reality, it is intituled "An Act to amend the Law relating to the Property of Married Women." The Act of 1874 (which is profanely ascribed to a thirty-seventh and thirty-eighth Victoria) is "intituled" quite correctly. Perhaps some reluctance was felt to remind the world that once upon a time somebody invented such an Alexandrine monstrosity as "The Married Women's Property Act, 1870, Amendment Act, 1874," and in a marginal note styled it a "short title."

We own that, in our opinion, gross violations of the elementary rules of grammatical composition are no ornaments to an Act of Parliament; and we think that, judged by this very moderate standard, the present Act might, with a strong expectation of winning the prize, claim to stand high among the worst Acts ever drafted. We will give one specimen of the faults to which we allude, by inserting into section 23, in italics and between square brackets, some words which are absolutely necessary to give that section any meaning:—

"23. For the purposes of this Act the legal personal representative of any married woman shall, in respect of her separate estate, have the same rights and liabilities [*as she would have*] and be subject to the same jurisdiction as she would be [*subject to*] if she were living."

A married woman is hardly a "right," and certainly is not a "jurisdiction"; and if she is a "liability," this is in a different sense from that in which the word seems here to be used. Even after our necessary amendments, the composition remains very inelegant.

The most important sections of the Act are perhaps the 1st, the 2nd, and the 5th. Of these, the 1st essays to give, what has never before been so fully attempted, a complete definition of the sense in which the property of married women is, to speak familiarly, "made their own" by the Act. Its language exhibits a singular mixture of what is strictly appropriate to the old equity theory of a separate use, and what would serve to describe an absolute ownership at law. There is about it a curious air of being somewhat frightened at its own daring, begetting a tendency to minimise its decrees by a sort of qualifying clauses. It begins as follows:—

"1. (i.) A married woman shall, *in accordance with the provisions of this*

Act, be capable of acquiring, holding, and disposing by will or otherwise, of any real or personal property as her separate property, in the same manner as if she were a *feme sole, without the intervention of any trustee.*"

Not to cavil at the grammar ("capable of acquiring of property"), we seem here to have one expressed and one implied restriction, which we have marked respectively by italics, upon the extent, or degree, so to speak, of the soleness of the *feme;* which seem to imply some distinction between a *feme sole* by virtue of the Act, and a *feme sole* by virtue of the common law. They suggest the conclusion that the true intent of the enactment is merely to dispense with the appointment of a trustee; and that no greater rights, powers, and privileges are conferred by the Act upon a married woman in respect of the property to which it relates than would have been possessed by her before the Act in respect of property settled to her separate use with the intervention of a trustee. Some important practical consequences depend upon the reply to be given to the question thus raised. It is well known that, under the existing law, if a wife entitled to personal property to her separate use dies intestate and possessed thereof, her husband (holding it without account as her administrator) is entitled to take the property by his marital right. The Act makes no express provision for such a case; and the future rule of law seems to depend upon the question whether section 1 gives personal property to a married woman as to a *feme sole* to all intents and purposes whatever, in which case the property can of course be subject to no marital right; or whether it makes her for this purpose a *feme sole* only so far as the existing doctrine of separate use treats her as being a *feme sole*. This question we do not profess to decide; and we think that the Act ought not to have left it to be decided by mere inference.

The 2nd sub-section enacts, in curiously inelegant but not unintelligible language, that a married woman (1) may bind herself by any contract to the extent of her separate property; (2) may sue and be sued, *in all respects as if she were a feme sole*, without her husband being joined either as plaintiff or defendant; (3) that any damages or costs recovered shall be her separate property; and (4) that "any damages or costs recovered against her . . . shall be payable out of her separate property and not otherwise." It would seem that the provision of this section, that a married woman may sue and be sued as if she were a *feme sole*, is not intended to apply to cases where the litigation or proceeding is between her and her husband. Section 12 deals with this matter, and it provides that:—

"12. Every woman . . . shall have in her own name against all persons whomsoever, *including her husband*, the same civil remedies, . . . for the protection and security of her own separate property, as if such property belonged to her as a *feme sole*, but, except as aforesaid, no husband or wife shall be entitled to sue the other for a tort."

This is, we believe, the only place in the Act where any express mention is made of *civil* proceedings (section 16 provides husbands with the right to take *criminal* proceedings against their peccant helpmeets) to be taken *by a husband against his wife*. At all events, this is the first place in which such proceedings are expressly mentioned; and we hardly know whither, in this respect, to refer the words "except as aforesaid." The grammatical connection strongly suggests that the expression refers to something aforesaid in the same section—that is to say, that the case of a husband suing a wife "for a tort" was thought to be somehow included under proceedings taken by a wife for the protection of her separate property. The meaning is, no doubt, that, except in proceedings by the wife for the protection of her separate property, actions of tort shall not be allowed between husband and wife.

The 3rd sub-section provides that any contract by a married woman shall "be deemed to be a contract entered into by her with respect to and to bind her separate property, unless the contrary be shown." This probably was meant to refer to the equitable doctrine that separate estate is not, strictly speaking, bound by the contract, but by the married woman's declaration of intention in that behalf, which intention was not necessarily to be inferred from the fact that she had contracted. We believe, however, that, at the present day, the contract would undoubtedly be regarded as *primâ facie* evidence of the intention; and that, from this point of view, the present sub-section only declares the existing rule. We assume that it does not in any way affect the doctrine of the wife's authority to bind her husband as his agent. The 4th sub-section reverses the now-established rule (*Pike* v. *Fitzgibbon*, 29 W. R. 551, L. R. 17 Ch. D. 454), that the contract of a married woman, when it binds her separate estate, binds only that of which she was possessed at the time of the contract. The 5th and last sub-section, reversing the law as settled by *Ex parte Jones, Re Griesel* (L. R. 12 Ch. D. 484), makes a married woman trading apart from her husband subject, in respect of her separate estate, to the bankruptcy laws as though she were a *feme sole*. The former provision seems to be a very fair and judicious amendment of an "equitable" rule, which never had any touch of equity to recommend it; and the latter seems to be a very proper supplement to the other provisions of the Act.

CORRESPONDENCE.

THE MARRIED WOMEN'S PROPERTY ACT, 1882.

[*To the Editor of the Solicitors' Journal.*]

Sir,—What is the meaning of section 19 of the Married Women's Property Act of last session?

It enacts (1) that, "Nothing . . . . shall . . . . render inoperative any restriction against anticipation . . . . to be hereafter attached to the enjoyment of any property or income by a woman under any settlement," &c., but the last clause of the section provides that "no restriction against anticipation contained in any settlement or agreement for a settlement of a woman's own property to be made or entered into by herself shall have any validity against debts contracted by her before marriage, *and no settlement or agreement for a settlement shall have any greater force or validity against creditors of such woman than a like settlement or agreement for a settlement made or entered into by a man would have against his creditors.*"

No settlement, therefore, is to have any greater force or validity against creditors of a married woman than a like settlement entered into by a man would have against his creditors.

This sentence refers, not merely to creditors of a married woman in respect of debts contracted before her marriage, but to creditors in respect of debts contracted after marriage.

Now it is, I believe, still the law that, although a settlement may be made on a man or a *feme sole* determinable on bankruptcy or alienation by the addition of a proper gift over, yet that—to use Mr. Davidson's expression—a person cannot in general settle *his own* property so as to take under the settlement an interest defeasible on alienation or bankruptcy.

It follows that as regards property absolutely belonging to a man it is, to say the least, extremely difficult so to settle it on his marriage as to defeat his creditors altogether, unless indeed the first life interest is given to the wife, for if a life interest be limited to him no gift over will protect such life interest against his creditors or alienees.

If then the latter part of section 19 is to be construed strictly, a woman about to be married cannot so settle her own property on herself as to prevent anticipation of the income by her; in other words, she cannot protect herself from her creditors if she retains a life interest in her own fortune. Where the lady's fortune is provided by her father or relations she may be restrained from anticipation as a gentleman may in effect be restrained now, but considering the numerous cases in which the lady's fortune brought into settlement is her own, the meaning of the part I have quoted of the 19th section is of no small importance.

Possibly the whole section may be held to be controlled by the first part of it—but is this clear? H.

Hereford, October 10.

STAMPING DEEDS AFTER EXECUTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I think your correspondent, "A Solicitor," is mistaken in his supposition that any authority can be found for the proposition which he advances.

Practically, the fact was as he suggests, for all executed deeds were, before stamping, examined by a very acute and experienced official, whose name, if I recollect rightly, was Earwaker, and who marked upon them the duty to which he considered they were subject, and I always found his *dicta* confirmed by the commissioners.

At that time a fee was payable for the commissioners' adjudication which was therefore only asked for in very exceptional cases.

October 10. A London Solicitor.

THE PONTEFRACT POACHING CASE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Allow me to correct an error appearing in your issue of the 7th inst., where I find it stated that the Pontefract justices dismissed a

charge against a girl for poaching on the ground that the Prevention of Poaching Act applied to males only. This is entirely incorrect, as the following facts will show:—A girl of nine years of age was brought before the West Riding justices at Pontefract, on the 30th ult., charged with an offence under the 2nd section of the statute 25 & 26 Vict. c. 114. The only evidence against her was that three nets and some pegs were found in her possession in the main street of a village at nine o'clock in the morning by an officer then on duty. When charged she stated that she was taking them to be mended. To the surprise of everyone, the solicitor engaged for the defence contended that females did not come within the purview of the above-mentioned Act, which contention was at once overruled. The case was heard and dismissed on its merits.

CLAUDE LEATHAM, Clerk to the West Riding Justices.

Pontefract, October 11.

[Our observations were based on the report of the case which appeared in the *Times*.—ED. *S. J.*]

THE REMUNERATION ORDER.

THE following statement has been issued by the Council of the Incorporated LAW SOCIETY with reference to the Order made under "The Solicitors' Remuneration Act, 1881":—

Upon the reassembling of the council after the Long Vacation of 1881, a committee was, at the request of Mr. Druce, the then president, appointed to confer with and advise and assist him in preparing a Draft Order to be submitted to the Tribunal constituted by the Act.

This committee had frequent meetings, and devoted much time and attention to the principles on which the Order should be framed. The first question for consideration was whether the scale introduced by the council in 1880 should be adopted as a basis, and if so, with any and what modifications. Mr. Druce entertained a strong opinion that he should have great difficulty in advocating it, and the experience of most members of the committee pointed in the same direction, as it was found that the scale had been little used, except on mortgages. It was strongly urged that a uniform scale, based upon a moderate percentage, and made applicable to the solicitors on both sides in purchases and mortgages, would be preferable, and that simplicity would be one of the most important elements of success in popularising any scale. This view found favour with the committee, and ultimately with the council; and, after careful inquiries into its probable operation, as tested by reference to bills of costs for a great number of actual transactions of various amounts which had passed through the offices of members of the council, a commission of 10s. per cent. was adopted as the standard. This was identical with the commission charged by stockbrokers on dealings with railway and other stocks requiring transfer by deed. It was, however, felt that having regard to the large number of solicitors, both in London and the country, who were concerned chiefly in small transactions, this percentage must be increased as to sums below a certain amount, although it was obvious that such increase would afford an argument for some corresponding decrease on large transactions. After much discussion the first draft of an Order based upon these principles was put into shape and communicated to the various country law societies. A numerous deputation, representing the most important of those bodies, attended meetings of the committee of the council on December 16 and 30, 1881, and February 1, 1882, when various suggested alterations in detail proposed by the country societies were considered and some of them adopted, and the draft in its amended form was at the last of such meetings reconsidered by the deputation apart from the committee of the council, and approved by all the country societies represented with one exception.

The Draft Order as so formally approved (which will be found in Appendix A.) was adopted by the then president, and laid by him before the first meeting of the Tribunal, which took place on May 13, 1882.

Several subsequent meetings of the Tribunal were held, and on July 4 the council received for consideration the Draft Order as proposed to be passed (see Appendix B.). The Act gave to the council the right of making suggestions and observations on the Draft Order, and the Tribunal were bound to take these into consideration before finally passing it.

The council found that the Draft Order of the Tribunal differed very materially from that proposed by their president, the commissions on sales, purchases, and mortgages having been divided into two portions, one for negotiating and the other for deducing the title and completing the business, and settlements having been excluded from the scale.

It was known that the scales which had for some years been in operation at Liverpool and Manchester were thus divided, and the question had been fully considered in the settlement of the President's Draft Order, in which any such division was designedly avoided as on the whole undesirable. But whether this was or was not so on principle, the council found that the negotiation fee was in the Tribunal's Draft Order clogged with conditions as to the non-payment of any commission to surveyors or auctioneers, which would practically render it inoperative in all but a small minority of sales and purchases, both in London and throughout the greater part of England, according to the established course of business.

Under these circumstances, and having reason to believe that the conditions above referred to would be adhered to by the majority of the Tribunal, the council came to the conclusion that the better chance of getting the Order put into a form satisfactory to the bulk of the profession would be to suggest an alternative scale under which solicitors, when not entitled to the negotiation fee, would get a higher commission for the conveyancing. With this explanation the suggestions (printed in Appendix C.) made by the council to the Tribunal will be better understood, and it will be observed that they were directed to many other points of detail, some of them of considerable importance.

Before these suggestions were sent in, Mr. Druce's term of office had expired, and it fell to the lot of the president for this year to attend the meeting of the Tribunal, at which the council's suggestions were considered. He did not succeed in inducing the Tribunal to adopt those which were more important, and at the close of the discussion intimated his opinion that he should be probably unable to concur in the Order, but requested time for consideration. On the following day he wrote to the Lord Chancellor a letter dissenting from the Order, which will be found printed in Appendix D.

APPENDIX A.

January 6, 1882.

Draft of General Order proposed to be made in pursuance of the Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44).

By virtue of the provisions of the Solicitors' Remuneration Act, 1881, we do hereby order as follows, that is to say:

1. This order is to take effect from and after the day of , 188 .

2. The remuneration of a solicitor in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, and in respect of other business, not being business in any action, or transacted in any court, or in the chambers of any judge or master, and not being otherwise contentious business, is to be regulated as follows, namely:

(*a*) In respect of business connected with sales, purchases, and mortgages completed, the remuneration of the solicitor having the conduct of the business, whether for the vendor, purchaser, mortgagor, or mortgagee, is to be at the rates following, that is to say, two per cent. on the amount of the purchase or mortgage money up to and including £1,000, one per cent. on any further amount up to and including a total amount of £5,000, and one-half per cent. on any further amount beyond £5,000, but subject to the regulations contained in Part I. of the first schedule to this Order.

(*b*) In respect of business connected with leases, or grants in the nature of leases, of the kinds mentioned in Part II. of the first schedule to this Order, completed, the remuneration of the solicitor having the conduct of the business is to be that prescribed in Part II. of such first schedule.

(*c*) In respect of business connected with settlements, completed, of personal estate, the remuneration of the solicitor having the conduct of the business is to be that prescribed in Part III. of the first schedule to this Order.

(*d*) In respect of business connected with any transaction, the remuneration for which, if completed, is hereinbefore or in the first schedule hereto, prescribed, but which is not, in fact, completed, and in respect of all other business the remuneration for which is not hereinbefore, or in the first schedule hereto, prescribed, the remuneration is to be regulated by the terms contained in this Order and in the schedule hereto, if and so far as applicable.

3. The remuneration in this Order or in the schedules hereto prescribed is not to include

(*a*) Disbursements properly and reasonably made.

(*b*) Costs or charges in reference to any contentious business, order of court, or other proceeding in any court, required to be conducted, obtained, or instituted in the course of the transaction.

4. In respect of any business not completed before the time when this Order takes effect, and in respect of all business subsequent to that time, the remuneration of a solicitor shall be regulated, not according to length of documents, number of conferences, or letters, or other distinct parts of the whole transaction, but by the nature and importance of the transaction, the service performed, and the knowledge, skill, and labour employed therein; and in respect of any business which is required to be, and is, by special exertion, carried through in an exceptionally short space of time, a solicitor shall be entitled to a proper additional remuneration for the special exertion, according to the circumstances.

5. A solicitor may accept from his client, and a client may give to his solicitor, security for the amount of remuneration to become due to the solicitor for business to be transacted by him, and for interest on such amount, but so that interest is not to commence till the amount due is ascertained, either by agreement or taxation.

6. In this Order, and the schedules hereto, the following words and expressions shall have the meaning ascribed to them in the 3rd section of the Solicitors' Remuneration Act, 1881—viz.:—

Solicitor,
Client,
Person.

THE FIRST SCHEDULE.

PART I.

SALES, PURCHASES, AND MORTGAGES.

(*a*) Fractions of £100 to be reckoned as £100.

(*b*) Where the prescribed remuneration would, but for the present provision, amount to less than £5, the prescribed remuneration is to be £5.

(*c*) Where property is sold subject to incumbrances, the amount of the incumbrances is to be deemed part of the purchase-money.

(*d*) On a sale in lots, each lot sold to a separate purchaser is to be taken as a separate sale.

(*e*) The prescribed remuneration is to include the preparation or perusal and approval of the contract (if any), and the completion thereof.

PART II.

Leases.

I.—Remuneration of Solicitor of Lessor or Grantor.

(A) *Lease or Grant at a Rent with or without premium, other than a Lease or Grant of Mines or Minerals, or a Lease or Grant for Building Purposes.*

Seven and one-half per cent. on the rent reserved up to and including the rent of £100, but not less in any case than £5; five per cent. on any further rent up to and including a total rent of £200, and two and one-half per cent. on any further rent beyond £200.

(B) *Lease or Grant for Building purposes at a Rent with or without premium.*

Amount of Annual Rent.		Amount of Remuneration.
Where it does not exceed	£5	£5.
Where it exceeds £5 and does not exceed	£50	The same payment as on a rent of £5, and also 20 per cent. on the excess beyond £5.
Where it exceeds £50 but does not exceed	£150	The same payment as on a rent of £50, and 10 per cent. on the excess beyond £50.
Where it exceeds £150	...	The same payment as on a rent of £150, and 5 per cent. on the excess beyond 150.

(C) *As to all the Leases or Grants at a Rent, other than a Lease or Grant of Mines or Minerals.*

(*a*) Fractions of £5 to be reckoned as £5.

(*b*) When any premium is paid, then, in addition to the remuneration above prescribed, there is to be paid a further sum equal to the prescribed remuneration on a purchase at a price equal to the premium.

(*c*) The prescribed remuneration is to include the counterpart.

(*d*) The prescribed remuneration is not to cover negotiations, or investigation, or deduction of title (if required to be deduced), all of which are to be paid for in addition.

II.—Remuneration of the Solicitor of the Lessee or Grantee.

One-half of the amount prescribed as the remuneration of the solicitor of the lessor or grantor.

PART III.

Settlements of Personal Estate.

(*a*) The same remuneration as on a purchase at a price equal to the value of the personal estate settled, as estimated for the purpose of stamp duty.

(*b*) When the settlement is on a marriage, the solicitor of the intended wife shall receive remuneration at this rate, and the solicitor for the intended husband shall receive remuneration at half this rate.

THE SECOND SCHEDULE.

Instructions for and drawing and perusing Deeds, Wills, and other documents.

£ s. d.

Such fees as, having regard to the interest of the party on whose behalf the document is prepared or perused, the amount of the property to which it relates, the care, skill, labour, and responsibility involved, the importance of the document, and the papers to be perused, may be fair and reasonable.

Abstracts of Title.

Drawing and copying abstracts of title.

For each brief sheet of eight folios 0 10 0

Attendances.

Such a fee as, having regard to the place and circumstances at or in which the attendance takes place, the nature and importance of the business, the amount of property involved, the nature and importance of the papers and documents required to be referred to before and during the attendance, and the skill and knowledge required, may be fair and reasonable.

In ordinary cases 0 10 0

Journeys from home.

Such a fee as, having regard to the circumstances and length of the journey, the time occupied, and the nature and importance of the business to be transacted, may be fair and reasonable.

In ordinary cases for every seven hours employed or detained on business or in travelling 5 5 0

APPENDIX B.

Received from the Lord Chancellor, July 4, 1882.

Regulations and Provisions proposed to be embodied in the General Order to be made pursuant to the Solicitors' Remuneration Act, 1881, for prescribing and regulating the remuneration of solicitors in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, and in respect of other business, not being business in any action or transacted in any court, or in the chambers of any judge or master, and not being otherwise contentious business.

24th June, 1882.

1. This Order is to take effect from and after the day of 188 . It shall not apply to transactions respecting real property, the title to which has been registered under the Acts of 25 & 26 Vict. c. 53, 25 & 26 Vict. c. 67, and 36 & 39 Vict. c. 87.

2. The remuneration of a solicitor in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, not being business in any action, or transacted in any court, or in the chambers of any judge or master, is to be regulated as follows, namely:

(*a*) In respect of sales, purchases, and mortgages completed, the remuneration of the solicitor having the conduct of the business, whether for the vendor, purchaser, mortgagor, or mortgagee, is to be that prescribed in Part I. of the first schedule to this Order, and to be subject to the regulations therein contained.

(*b*) In respect of leases, and agreements for leases, of the kinds mentioned in Part II. of the first schedule to this Order, or conveyances reserving rent, or agreements for the same, when the transactions shall have been completed, the remuneration of the solicitor having the conduct of the business is to be that prescribed in Part II. of such first schedule.

(*c*) In respect of business not hereinbefore provided for, connected with any transaction, the remuneration for which, if completed, is hereinbefore, or in the first schedule hereto, prescribed, but which is not, in fact, completed, and in respect of settlements, mining leases or licences, or agreements therefor, reconveyances, transfers of mortgage, or further charges, not provided for hereinbefore or in the first schedule hereto, assignments of leases not by way of purchase or mortgage, and in respect of all other deeds or documents, and of all other business the remuneration for which is not hereinbefore or in the first schedule hereto prescribed, the remuneration is to be regulated by the terms contained in the second schedule hereto.

3. Drafts and copies made in the course of business, the remuneration for which is provided for by this Order, are to be the property of the client.

4. The remuneration prescribed by this Order is not to include stamps, counsel's fees, auctioneer's or valuer's charges, travelling or hotel expenses, fees paid on searches to public officers, on registrations, or to stewards of manors, costs of extracts from any register, record, or roll, or other disbursement reasonably and properly paid, nor any extra work occasioned by changes occurring in the course of any business, such as the death or insolvency of a party to the transaction, nor is it to include any business of a contentious character, nor any proceedings in any court, but it shall include law stationer's charges, and allowances for time of the solicitor and his clerks, and for copying and parchment, and all other similar disbursements.

5. In respect of any business which is required to be, and is, by special exertion, carried through in an exceptionally short space of time, a solicitor may be allowed a proper additional remuneration for the special exertion, according to the circumstances.

6. In all cases to which the scales prescribed in the first schedule hereto shall apply, a solicitor may, before undertaking any business, by writing under his hand, communicated to the client, elect that his remuneration shall be according to the present system as altered by the second schedule hereto; but if no such election shall be made, his remuneration shall be according to the scale prescribed by this Order.

7. A solicitor may accept from his client, and a client may give to his solicitor, security for the amount of remuneration to become due to the solicitor for business to be transacted by him, and for interest on such amount, but so that interest is not to commence till the amount due is ascertained, either by agreement or taxation. A solicitor may charge interest at four per cent. per annum on his disbursements and costs, whether by scale or otherwise, from the expiration of one month from demand from the client. And in cases where the same are payable by an infant, or out of a fund not presently available, such demand may be made on the parent or guardian, or the trustee or other person liable.

8. In this Order, and the schedules hereto, the following words and expressions shall have the meaning ascribed to them in the 3rd section of the Solicitors' Remuneration Act, 1881, viz.:—

Solicitor,
Client,
Person.

THE FIRST SCHEDULE.

PART I.

Sales, Purchases, and Mortgages.

	(1.) For the 1st £1,000.	(2.) For the 2nd and 3rd £1,000.	(3.) For the 4th and each subsequent £1,000 up to £10,000.	(4.) For each subsequent £1,000 up to £100,000.*
Vendor's solicitor for negotiating a sale of property by private contract	20s. per £100	20s. per £100	10s. per £100	5s. per £100
Do., do., for conducting a sale of property by public auction, including the conditions of sale—				
When the property is sold ..	20s. ,,	10s. ,,	5s. ,,	2s. 6d. ,,
When the property is not sold, then on the reserved price	10s. ,,	5s. ,,	2s. 6d. ,,	1s. 3d. ,,
[N.B.—A minimum charge of £5 to be made whether a sale is effected or not.]				
Do., do., for deducing title to freehold, copyhold, or leasehold property, and perusing and completing conveyance (including preparation of contract, if any)	30s. ,,	20s. ,,	10s. ,,	5s. ,,
Purchaser's solicitor for negotiating a purchase of property by private contract	20s. ,,	20s. ,,	10s. ,,	5s. ,,

Do., do., for investigating title to freehold, copyhold, or leasehold property, and preparing and completing conveyance (including perusal and completion of contract, if any) ..	30s.	,,	20s.	,,	10s.	,,	5s. ,,
Mortgagor's solicitor for deducing title to freehold, copyhold, or leasehold property, perusing mortgage, and completing	30s.	,,	20s.	,,	10s.	,,	5s. ,,
Mortgagee's solicitor for negotiating loan	30s.	,,	20s.	,,	5s.	,,	2s. 6d. ,,
Do., do., for investigating title to freehold, copyhold, or leasehold property, and preparing and completing mortgage....	30s.	,,	20s.	,,	10s.	,,	5s. ,,
Vendor's or mortgagor's solicitor for procuring execution and acknowledgment of deed by a married woman	£2 10s. extra.						

* Every transaction exceeding £100,000 to be charged for as if it were for £100,000.

1. The commission for deducing title and perusing and completing conveyance on a sale by auction is to be chargeable on each lot of property held wholly or partially under a distinct title as on a separate sale, whether purchased by the same or by different buyers, but where a property held under the same title is divided into lots for convenience of sale, and the same purchaser buys several such lots and takes one conveyance, and only one abstract is delivered, the commission is to be chargeable upon the aggregate prices or reserved prices of the lots.

2. The commission on a sale or attempted sale by auction in lots is to be chargeable on the aggregate of the prices or *reserved* prices. When property offered for sale by auction is bought in and terms of sale are afterwards negotiated and arranged by the solicitor, he is to be entitled to charge commission according to the above scales on the reserved price where the property is not sold, and also one-half of the commission for negotiating the sale. When property is bought in and afterwards offered by auction by the same solicitor, he is only to be entitled to the scale for the first attempted sale; and for each subsequent sale ineffectually attempted he is to charge according to the present system, as altered by the second schedule hereto. In case of a subsequent effectual sale by auction, the full commission for an effectual sale is to be chargeable in addition, less one-half of the commission previously allowed on the first attempted sale. The provisions of this rule as to commission on sales or attempted sales by auction are to be subject to rule *eleven*.

3. Where a solicitor is concerned for both mortgagor and mortgagee, he is to be entitled to charge the mortgagee's solicitor's charges and one-half of those which would be allowed to the mortgagor's solicitor up to £5,000, and on any excess above £5,000, one-fourth thereof; but only one commission is to be allowed for negotiating the loan—viz., that of the mortgagee's solicitor.

4. If a solicitor peruses a draft on behalf of several parties having distinct interests, proper to be separately represented, he is to be entitled to charge £2 additional for each such party after the first.

5. Where a party, other than the vendor or mortgagor, joins in a conveyance or mortgage, and is represented by a separate solicitor, the charges of such separate solicitor are to be dealt with under the old system as altered by the second schedule hereto.

6. Where a conveyance and mortgage of the same property are completed at the same time, and are prepared by the same solicitor, he is to be entitled to charge only half the above fees for investigating title and preparing the mortgage deed up to £5,000, and on any excess above £5,000 one-fourth thereof, in addition to his full charges upon the purchase-money and his commissions for negotiating (if any).

7. Fractions of £100, under £50, are to be reckoned as £50. Fractions of £100, above £50, are to be reckoned as £100.

8. Where the prescribed remuneration would, but for this provision, amount to less than £5, the prescribed remuneration shall be £5, except on transactions under £100, in which cases the remuneration of the solicitor for the vendor, purchaser, mortgagor, or mortgagee is to be £3.

9. Where a property is sold subject to incumbrances the amount of the incumbrances is to be deemed a part of the purchase-money, except where the mortgagee purchases, in which case the charge of his solicitor shall be calculated upon the price of the equity of redemption.

10. The above scale as to mortgages is to apply to transfers of mortgages where the title is investigated, but not to transfers where the title was investigated by the same solicitor on the original mortgage or on any previous transfer; and it is not to apply to further charges where the title has been so previously investigated. As to such transfers and further charges the remuneration is to be regulated according to the second schedule hereto. But the scale for negotiating the loan shall be chargeable on such transfers, and further charges where it is applicable.

11. The scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer. The scale for negotiating shall apply to cases where the solicitor of a vendor or purchaser arranges the sale or purchase and the price and terms and conditions thereof, and no commission is paid by the client to an auctioneer, or estate or other agent. As to a mortgagee's solicitor it shall only apply to cases where he arranges and obtains the loan from a person for whom he acts. In case of sales under the Lands Clauses Consolidation Act, or any other private or public Act under which the vendor's charges are paid by the purchaser, the scale charge for negotiation shall not apply.

12. In cases where, under the previous portion of the schedule, a solicitor would be entitled to charge a commission for negotiating a sale or mortgage, or for conducting a sale by auction, and he shall not charge such commission, then he shall be entitled to charge the rates allowed by the first column on all transactions up to £2,000, and to charge in addition those allowed by the second column on all amounts above £2,000 and not exceeding £5,000, and further to charge those allowed by the third column on all amounts above £5,000 and not exceeding £50,000, instead of the rates allowed up to the amounts mentioned in these columns respectively.

PART II.

LEASES, OR AGREEMENTS FOR LEASES, AT RACK RENT (OTHER THAN A MINING LEASE, OR A LEASE FOR BUILDING PURPOSES, OR AGREEMENT FOR THE SAME).

Lessor's solicitor for preparing, settling, and completing lease and counterpart:

Where the rent does not exceed £100	£7 10s. per cent. on the rental, but not less in any case than £5.
Where the rent exceeds £100 and does not exceed £500	£7 10s. in respect of the first £100 of rent, and £3 10s. in respect of each subsequent £100 of rent.
Where the rent exceeds £500	£7 10s. in respect of the first £100 of rent, £3 10s. in respect of each £100 of rent up to £500, and £1 in respect of every subsequent £100.
Lessee's solicitor for perusing draft and completing	One-half of the amount payable to the lessor's solicitor.

CONVEYANCES IN FEE, OR FOR ANY OTHER FREEHOLD ESTATE, RESERVING RENT, OR BUILDING LEASES RESERVING RENT, OR OTHER LONG LEASES NOT AT RACK RENT (EXCEPT MINING LEASES), OR AGREEMENTS FOR THE SAME RESPECTIVELY.

Vendor's or lessor's solicitor for preparing, settling, and completing conveyance and duplicate, or lease and counterpart:

Amount of Annual Rent.	Amount of Remuneration.
Where it does not exceed £5 ..	£5.
Where it exceeds £5 and does not exceed £50.....	The same payment as on a rent of £5, and also 20 per cent. on the excess beyond £5.
Where it exceeds £50 but does not exceed £150	The same payment as on a rent of £50, and 10 per cent. on the excess beyond £50.
Where it exceeds £150.....	The same payment as on a rent of £150, and 5 per cent. on the excess beyond £150.

Where a varying rent is payable, the amount of annual rent is to mean the largest amount of annual rent.

Purchaser's or lessee's solicitor for perusing draft and completing ..... } One-half of the amount payable to the vendor's or lessor's solicitor.

AS TO ALL LEASES, OR CONVEYANCES AT A RENT, OR AGREEMENTS FOR THE SAME, OTHER THAN MINING LEASES AND AGREEMENTS THEREFOR.

1. Where the vendor or lessor furnishes an abstract of title, it is to be charged for according to the present system as altered by the second schedule.

2. Where a solicitor is concerned for both vendor and purchaser, or lessor and lessee, he is to charge the vendor's or lessor's solicitor's charges and one-half of that of the purchaser's or lessee's solicitor.

3. Where a mortgagee or mortgagor joins in a conveyance or lease, the vendor's or lessor's solicitor is to charge £1 1s. extra.

4. Where a party other than a vendor or lessor joins in a conveyance or lease, and is represented by a separate solicitor, the charges of such separate solicitor are to be dealt with under the old system as altered by the second schedule.

5. Where a conveyance or lease is partly in consideration of a money payment or premium, and partly of a rent, the premium shall be divided into the number of years included in the term and treated as an annual rent, in addition to the rent reserved, and the commission shall be charged on the aggregate amount.

6. Fractions of £5 are to be reckoned as £5.

THE SECOND SCHEDULE.

INSTRUCTIONS FOR AND DRAWING AND PERUSING DEEDS, WILLS, AND OTHER DOCUMENTS.

Such fees for instructions as, having regard to the care and labour required, the number and lengths of the papers to be perused, and the other circumstances of the case, may be fair and reasonable. In ordinary cases, as to drawing, &c., the allowance shall be

For drawing	2s. per folio.
For engrossing	8d. ,, ,,
For fair copying	4d. ,, ,,
For perusing	1s. ,, ,,

ATTENDANCES.	s. d.
In ordinary cases	10 0

But in extraordinary cases, the taxing master may increase or diminish the above charge if for any special reasons he shall think fit.

ABSTRACTS OF TITLE (where not covered by the above scales).	s. d.
Drawing each brief sheet of 8 folios	6 8
Fair copy	3 4

JOURNEYS FROM HOME.	£ s. d.
In ordinary cases for every day of not less than 7 hours employed on business or travelling	5 5 0
Where a less time than 7 hours is so employed . per hour	0 15 0

In extraordinary cases, the taxing master may increase or diminish the above allowance if for any special reasons he shall think fit.

APPENDIX C.

Adopted by the Council, Tuesday, July 18, 1882.

OBSERVATIONS and SUGGESTIONS on Draft Order under the Solicitors' Remuneration Act, 1881.

The Council of the Incorporated Law Society have carefully considered

the Draft Order under the Solicitors' Remuneration Act, 1881, received on the 4th instant from the Lord Chancellor, and beg, pursuant to the provisions of the 3rd section of that Act, to submit for the consideration of the Tribunal the following observations and suggestions on such Draft Order.

The council approve of the general scope of the regulations and provisions proposed by the Draft Order, subject to the following remarks :—

Clause of Order	Page	
1	1	With regard to the exclusion from the Order of conveyancing transactions under registered titles, it is submitted that the difficulties of dealing with registered titles, though different in kind from those attending unregistered titles, have not been found less in practice, and that the operation of the Act was intended to be as general as possible, and its utility must greatly depend upon this being the case. It is, therefore, respectfully suggested that conveyancing transactions under registered titles should be included.
2	1	Clause 2 seems to require verbal alteration, and it is suggested that after the word "conveyancing" the following words should be added : "and in respect of other
2 (c)	1	business." This will make it consistent with the heading of the Draft Order and the words of the 2nd section of the Act.
		It is suggested, for the sake of uniformity of expression throughout the Order, that in lieu of the words "is to be regulated by the terms contained in the 2nd schedule hereto," the following words should be substituted: "the remuneration shall be according to the present system as altered by the 2nd schedule hereto."
4	2	It is submitted that the words "charges for maps and plans" should be inserted after "valuers' charges" in line 2. Conveyances of small building plots are now almost universally made by reference to plans—the use of which it is desirable to encourage—and the practice of the Middlesex Registry is, if a plan is on the deed, to require two other copies—one of the memorial and a copy on paper. These are frequently, when simple, made through law stationers, who keep draughtsmen for the purpose. Their charge for the set of three plans would vary from 10s. to two guineas or more, and of course it cannot be the intention that a solicitor who is to receive £3 on a sale under £100 is to pay this out of his own pocket. The insertion of the words is, however, necessary to save misunderstanding, owing to the subsequent direction in the same clause that the remuneration shall include "law stationers' charges."
8	2	The reference in clause 8 should be to the 3rd sub-section of section 1 of the Solicitors' Remuneration Act.
First Schedule. Part 1.	3	The council observe that the remuneration prescribed in the first part of the 1st schedule is now divided into fees for negotiation and fees for conveyancing proper. In the fees for negotiation on sales and purchases a small minority only of the profession will be able to participate. The ordinary course of practice with regard to sales and purchases which prevails in England south of the Trent and Mersey, and in many districts in the North of England, is as follows :
		In purchases by private contract of moderate amount the solicitors on either side rarely hear of the business until their client or his surveyor acquaints them with the terms arranged and gives instructions as to the contract, and in larger transactions the same rule prevails except that the solicitor is frequently consulted previously as to the surveyor to be employed, and the latter takes his instructions from the solicitor, and, perhaps, sometimes advices with him on points of detail during the negotiations. But the actual settlement of the price is almost always left with the surveyor under the client's control.
		In such cases, the client has to pay to the surveyor a commission or a fee by arrangement, which is usually based on commission. So in the case of a sale by auction, it is impossible to find an auctioneer of standing in London or the home counties who will undertake business upon other terms than those of a commission on the amount sold. In all these cases the solicitor would not, as the Draft Order stands, be entitled to any negotiation fee.
		The fees named in the first part of the 1st schedule for the work proper and peculiar to the profession of solicitor are not, in the judgment of the council, apart from the fees for negotiation, adequate in themselves to the responsibility, skill, and labour required for that work.
		If the Order stands as drawn the result will be that the actual remuneration received by the members of a skilled profession will be considerably less than in commercial transactions is paid to all descriptions of brokers, although there is probably no other case in which so great a proportionate labour and responsibility is incurred.
Clause of Order 12	4	The council, however, on this point would refer to clause 12 of the Regulations on p. 4. As the clause stands, it appears to the council that it could have no practical application ; but this can hardly have been the intention, and if it be so modified as to make it applicable to all cases where no negotiation fee is receivable by the solicitor, it would to a large extent meet the objection of the council.
First Schedule Part 1.	3	With regard to purchases exceeding £100,000 the council are unable to perceive upon what principle the Tribunal has proceeded in limiting the fee as proposed. It is true that purchases of this amount are not numerous ; but where they occur they generally involve the consideration of a number of separate titles, and an amount of trouble which has relation to the purchase-money. The responsibility is in all cases in proportion to the price. The solicitor should, as the council think, be remunerated accordingly.
		On points of detail it is submitted that the words "freehold, copyhold, or leasehold," which occur four times in part 1 of the 1st schedule should be altered in each case so as to read "freehold, copyhold, leasehold, or other property," and that the clause fixing the fee payable to the vendor's solicitor for deducing title to the property should be qualified by striking out the words "if any," at the end of the clause, and inserting the words "on a sale by private contract."
1	4	The words "held wholly or partially under a distinct title," in line 2, and the words "or reserved prices" in line 6, should, it is conceived, be omitted.
11	4	With regard to clause 11, p. 4, the last paragraph of it provides that, in cases of sales under the Lands Clauses or other similar Acts, the scale-charge for negotiation shall not apply. By the 82nd section of the Lands Clauses Consolidation Act (8 Vict. c. 18) the conveyancing costs of the vendor's solicitor, which he is entitled to recover from the purchasers, are limited to the perusal and execution of the conveyances and the deduction of such title as the purchasers shall require, and in practice as the purchasers have the means, by paying the purchase-money into court, of acquiring an absolute fee simple, titles are much less strictly investigated on these sales than on an ordinary purchase ; but, on the other hand, as the purchasers have, by following the course prescribed by the Act, the means of acquiring an indefeasible title, it constantly happens that the costs incurred on these sales are very large in small cases and relatively small in large ones.
		It is also more than doubtful whether the Solicitors' Remuneration Act was at all intended by a side wind to repeal a section of a public Act, which operates not between the solicitor and his client, but in favour of a third party. The council suggest that the clause should be modified so as to exclude from the scale purchases under the Acts in question.
12	4	Clause 12 should, the council submit, be amended in the sense of their previous observations, and this could be done by inserting the word "not" between the words "would" and "be" in the first line, and omitting the words "and he shall not charge such commission then" in lines 2 and 3, with which alteration the clause would read as follows :
		"12. In cases where, under the previous portions of the schedule, a solicitor would not be entitled to charge a commission for negotiating a sale, purchase, or mortgage, or for conducting a sale by auction, he shall be entitled to charge the rates allowed by the first column on all transactions up to £2,000, and to charge in addition those allowed by the second column on all amounts above £2,000 and not exceeding £5,000, and further to charge those allowed by the third column on all amounts above £5,000 and not exceeding £50,000, instead of the rates allowed up to the amounts mentioned in those columns respectively."
First Schedule. Part 2	6	Upon Part II. of the first schedule the council beg to call attention to clause 5 of that portion which deals with "leases or conveyances at a rent or agreement for the same other than mining leases or agreements therefor."
		This provision as it stands would appear to be unworkable as applied to conveyances on rents in perpetuity, or for a long term of years. The council are informed that considerable parts of Manchester, Clifton, and other important districts, are held under fee-farm rents, and the question, therefore, is not unimportant. They suggest the substitution of the following clause :
		"5. When a conveyance or lease is partly in consideration of a money payment or premium and partly of a rent, then, in addition to the remuneration hereby prescribed in respect of the rent, there shall be paid a further sum equal to the remuneration on a purchase at a price equal to such money payment or premium."

APPENDIX D.

Incorporated Law Society, Chancery-lane, W.C.
August 3, 1882.

My Lord, SOLICITORS' REMUNERATION ACT, 1881.

I am sorry that further consideration has tended to confirm the view verbally expressed at the close of the meeting of the Tribunal yesterday.

In my judgment the scale of remuneration to solicitors on the principal

conveyancing transactions will be entirely inadequate to the services rendered if taken apart from the negotiation fees; this latter, I feel convinced, will prove to be illusory with regard to at least nine-tenths of the profession, and in the overwhelming majority of transactions cannot be charged in the terms of the scale. While fully accepting the position laid down by your lordship, that an arrangement of this kind must be more or less a matter of compromise, I cannot, on a point which appears to me of such vital importance, see that any other course is open to me than to dissent from the Order as settled by the other members of the Tribunal. This I do with great regret, but with a conviction that, at least from my point of view, it is the right course.

I will send copies of this communication to the other members of the Tribunal.—I have the honour to remain, my Lord, your most obedient servant, THOMAS PAINE, President.

The Right Hon. the Lord Chancellor.

LEGAL APPOINTMENTS.

Mr. JOHN PEARSON, Q.C., has been appointed a Judge of the Chancery Division of the High Court of Justice, on the resignation of Vice-Chancellor Hall. Mr. Justice Pearson was born in 1819, and was educated at Caius College, Cambridge, where he graduated B.A. in 1841. He was called to the bar at Lincoln's-inn in Trinity Term, 1844, and he became a Queen's Counsel in 1866. He has since practised in the court of Vice-Chancellor Malins and Mr. Justice Fry. Mr. Justice Pearson is a bencher of Lincoln's-inn, and a member of the Council of Legal Education.

Sir JULIAN PAUNCEFOTE, K.C.M.G., C.B., Legal Assistant Under-Secretary to the Foreign Office, who has been appointed Permanent Under-Secretary of State for Foreign Affairs, in succession to the late Lord Tenterden, is the son of Mr. Robert Pauncefote, of Preston Court, Gloucestershire, and was born in 1828. He was called to the bar at the Inner Temple in Easter Term, 1853, and he formerly practised on the Oxford Circuit. He was Attorney-General of Hong Kong from 1865 till 1869, during which period he twice acted as Chief Justice of that colony. He became Chief Justice of the Leeward Islands in 1873, and in the following year he was appointed an Assistant Under-Secretary of State for the Colonies. He has been Legal Assistant Under-Secretary to the Foreign Office since 1876. He received the honour of knighthood in 1874, and he was created a Knight Commander of the Order of St. Michael and St. George in 1879, and a Civil Companion of the Order of the Bath in 1880.

Mr. FREDERICK BRIDGMAN, barrister, has been appointed Queen's Advocate for the Gold Coast Colony. Mr. Bridgman was called to the bar at the Inner Temple in Michaelmas Term, 1860. He has practised on the South-Eastern Circuit, and at the Sussex and Brighton Sessions.

Mr. ELLIOTT CHARLES BOVILL, who has been appointed Chief Justice of the Island of Cyprus, was educated at Westminster, and at Christ Church, Oxford, and was called to the bar at Lincoln's-inn in Hilary Term, 1873. He formerly practised in the Chancery Division, and he has for some time acted as legal adviser to the Governor of Cyprus.

Mr. JOHN MILLER, solicitor, of Bristol, has been elected President of the Bristol Incorporated Law Society for the ensuing year. Mr. Miller was admitted a solicitor in 1850.

Mr. JOHN THOMAS SARGENT, solicitor, of Pocklington and Market Weighton, has been appointed Registrar of the Pocklington County Court (Circuit No. 16), in succession to his partner, the late Mr. James Powell. Mr. Sargent had acted for some time as deputy-registrar of the court. He was admitted a solicitor in 1865, and he is also deputy-steward of the Manor of Millington.

DISSOLUTIONS OF PARTNERSHIPS.

HENRY EDWARDS BROWN and CHARLES EDMUND BAKER, solicitors and parliamentary agents, 22, Great George-street, Westminster (H. E. Brown & Baker). July 31. [*Gazette*, October 6.]

TIMOTHY CROWTHER and JAMES CLAYTON, solicitors, 16, Booth-street, Manchester (Crowther & Clayton). The said Timothy Crowther will carry on business at the above address. October 5.

HENRY JOHN OSBORNE, ANDREW GIBSON PHILLIPS, and EDWARD BAGNALL THORNEYCROFT, solicitors, Shifnal, Salop (Phillips, Osborne, & Thorneycroft), so far as regards the said Edward Bagnall Thorneycroft. The said Henry John Osborne and Andrew Gibson Phillips will continue the said practice under the style or firm of Phillips, Osborne, & Phillips. September 30. [*Gazette*, October 10.]

LAW STUDENTS' JOURNAL.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of this society was held in the Law Library on Tuesday, October 10; C. F. Vachell, Esq., in the chair. The special business having been disposed of, a debate took place on the subject, "That the Bills of Sale Act, 1878, Amendment Act, 1882, is satisfactory, and meets the mercantile requirements of the time." The speakers on the affirmative were Messrs. A. L. Jenkyn Brown and Streetly, and on the negative Messrs. Coley, Restall, and W. H. Barber. The chairman summed up in a full and interesting manner, and put the question to the meeting, when it was carried in favour of the negative. A hearty vote of thanks to the chairman for presiding concluded the proceedings.

COURT PAPERS.

CIRCUITS OF THE JUDGES.

South-Eastern (Lindley, L.J.)—Cambridge, Tuesday, October 24; Norwich and City, Thursday, October 26; Chelmsford, Monday, October 30; Maidstone, Friday, November 3. Western (Bowen, L.J.)—Exeter and City, Wednesday, October 25; Bristol, Wednesday, November 1; Winchester, Wednesday, November 8. North-Eastern (Hawkins, J.)—Newcastle, Friday, October 27; Durham, Monday, October 30; York and City, Friday, November 3. Oxford (Lopes, J.)—Oxford, Wednesday, October 25; Gloucester and City, Tuesday, October 31; Stafford, Tuesday, November 7. North and South Wales (Fry, J.)—Chester and City, Tuesday, October 24; Swansea, Wednesday, November 1. Midland (North, J.)—Bedford, Wednesday, October 25; Leicester and Borough, Monday, October 30; Nottingham and Town, Monday, November 6; Warwick, Saturday, November 11. Northern (Day, J.)—Carlisle, Monday, October 30; Manchester, Thursday, November 2; Liverpool, Saturday, November 11. Criminal business only will be taken at these assizes.

LEGAL NEWS.

Mr. Gowlland, private secretary to the First Commissioner of Works, writes to the *Times* to state that "it is not intended to open the New Law Courts on the first day of the approaching November term; that the building is on the point of completion and will be ready for occupation by an early day; but that, for reasons connected with the opening ceremony, it has been decided by the Lord Chancellor that the courts shall be formally opened on some day, not yet fixed, about the end of November."

The London correspondent of the *Manchester Guardian* says that "The delicate subject of 'the Griffin' at Temple Bar will be at once decorously revived in an effort to ascertain if private negotiations can remove this weird obstacle to the City view of the Palace of Justice and to the great traffic of Fleet-street. The late Lord Mayor was, on good authority, believed to be favourable to the removal. The arrangement stands at present that, upon the completion of the communications and roadways about the New Law Courts, the question of the need for the removal of the Griffin memorial shall be taken into consideration."

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASTON HALL COAL AND BRICK COMPANY, LIMITED.—Chitty, J., has, by an order dated May 3, appointed John Charles Stead, The Temple, Dale st, Liverpool, to be official liquidator

GRESAVE COMPANY, LIMITED.—By an order made by Day, J., dated Sept 27, it was ordered that the company be wound up. Torr and Co, Bedford row, agents for Eastwoods, Todmorden, solicitors for the petitioner

INDIAN CO-OPERATIVE AGENCY, LIMITED.—North, J., has, by an order dated August 29, appointed Frederick Whinney, 3, Old Jewry, to be official liquidator

NEWMARKET COLLIERIES, BRICKWORKS, AND POTTERY COMPANY, LIMITED.—Petition for winding up, presented Oct 4, directed to be heard before the Vacation Judge, at the court of Hall, V.C., on Oct 18. Summerhays, Old Broad st, solicitor for the petitioner

PRESSGWERNE COLLIERY COMPANY, LIMITED.—By an order made by the Vacation Judge, dated Sept 27, it was ordered that the voluntary winding up of the company be continued. Blake and Hesseltine, Fleet st, agents for Darlington and Sons, Wigan, solicitors for the petitioner

[*Gazette*, Oct. 6.]

ROYAL EXCHANGE SYNDICATE, LIMITED.—Petition for winding up, presented Oct 4, directed to be heard before Chitty, J., at the Rolls Court, Chancery lane, on Nov 2. Summerhays, Old Broad st, solicitor for the petitioner

SPENCE'S METAL MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented Oct 2, directed to be heard before the Vacation Judge, at the court of Hall, V.C., on Oct 18. Abrahams and Co, Old Jewry, solicitors for the petitioner

[*Gazette*, Oct. 10.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

PYRDE AERATED WATER COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated Sept 28, it was ordered that the company be wound up. Needham and Co, Manchester, agents for Fletcher, Blackburn, solicitor for the petitioner

[*Gazette*, Oct. 10.]

STANNARIES OF CORNWALL.
LIMITED IN CHANCERY.

TIN HILL, LIMITED.—Petition for winding up, presented Oct 5, directed to be heard before the Vice-Warden, on Oct 18, at 12, at the Law Institution, Chancery lane. Affidavits intended to be used at the hearing, in opposition to the said petition, must be filed at the registrar's office, Truro, on or before Saturday, Oct 14, and notice thereof must, at the same time, be given to the petitioners, their solicitor or agent. Pettengill, Cannon st, solicitor for the petitioners; Chilcott and Son, Truro, agents for the solicitor

[*Gazette*, Oct. 10.]

FRIENDLY SOCIETIES DISSOLVED.

NEW ASTON MARE FRIENDLY SOCIETY, Shrewsbury Hotel, Aston, Shifnal, Oct 1

SHIPDHAM TRADESMEN'S FRIENDLY SOCIETY, Golden Dog Inn, Shipdham, Norfolk, Oct 1

[*Gazette*, Oct. 6.]

SALE OF ENSUING WEEK.

Oct. 17.—Messrs. Bray, Webb, & Co., at the Mart, at 2 p.m., Freehold Estate (see advertisement, this week, p. 748).

BIRTH.

Studd.—Oct. 10, at Ozton, Devon, the wife of E. F. Studd, barrister-at-law, of a daughter.

LONDON GAZETTES.

Bankrupts.

Friday, Oct. 6, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Middleton, William Henry, High st, Stoke Newington, Lead Merchant. Pet Oct 4. Haslitt. Oct 26 at 12

Mitchell, James Edgar, Queen Victoria st, Financial Agent. Pet Sept 29. Haslitt. Oct 18 at 12.30

Proops, Solomon, High st, Kingsland. Pet Oct 2. Haslitt. Oct 18 at 12

Scrace, Isaac, Goldhawk rd, Shepherd's Bush, Coffee House Proprietor. Pet Oct 4. Haslitt. Oct 25 at 11.30

To Surrender in the Country.

Bettam, Samuel, Cheltenham, Lithographic Printer. Pet Oct 3. Gale. Cheltenham, Oct 16 at 11

Desilva, Joseph, Liscard, Chester, Tavern Keeper. Pet Oct 2. Bellringer. Liverpool, Oct 19 at 12

Hewetson, Robert Dixon, Liverpool, Corn Merchant. Pet Oct 2. Bellringer. Liverpool, Oct 18 at 12

Neal, George Samuel, Meppershall, Bedford, Farmer. Pet Oct 3. Pearse. Bedford, Oct 24 at 11

Thackray, William, Morley, nr Leeds, Commission Agent. Pet Oct 3. Tennant. Dewsbury, Oct 20 at 12

Wride, Andrew, Cheetham, Lancaster, Hosier. Pet Oct 4. Hulton. Salford, Oct 18 at 11

Tuesday, Oct. 10, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Michael, John William, Southampton st, Strand, Merchant. Oct 5. Haslitt. Oct 25 at 12

Seyfang, Sydney William, and Richard Gibbings, Narrow st, Limehouse, Shipwrights. Pet Oct 6. Haslitt. Oct 25 at 12.30

To Surrender in the Country.

Hill, John Ebenezer, Oldwinsford, Worcester, Iron Plate Worker. Pet Oct 5. Collis. Stourbridge, Oct 25 at 10.30

Lynde, Ernest Albert, Sheffield, Architect. Pet Oct 6. Wake. Sheffield, Oct 23 at 11

Prett, William Thomas, Canterbury, Confectioner. Pet Oct 5. Furley. Canterbury, Oct 27 at 11

Rutter, Charles, Sydenham terr, Croydon. Pet Oct 6. Rowland. Croydon, Oct 24 at 11

Sheldon, Ralph, Sidcup, Kent, Fruit Dealer. Pet Oct 3. Rowland. Croydon, Oct 20 at 3

Smith, Edward Charles, Liverpool, Wine Merchant. Pet Oct 6. Bellringer. Liverpool, Oct 23 at 15

Swindenbank, Edward, Tredegar, Monmouth, Grocer. Pet Oct 6. Shepard. Tredegar, Oct 24 at 11

Tucker, Charles, Birmingham. Pet Oct 6. Cole. Birmingham, Oct 25 at 2

BANKRUPTCIES ANNULLED.

Tuesday, Oct. 10, 1882.

Moffatt, Douglas, Inverness terr, Barrister-at-Law. Oct 6

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

Friday, Oct. 6, 1882.

Ashton, Hiram, Old Hill, Stafford, Engineer. Oct 18 at 11 at offices of Collis, Union chambers, Stourbridge

Barradell, John, Loughborough, Leicester, Fish Salesman. Oct 18 at 12 at offices of Goode, Baxter gate, Loughborough

Benjamin, Ezekiel Albert, Oakley rd, New Southgate rd, of no occupation. Nov 3 at 3 at offices of Goldberg and Langdon, West st, Finsbury circus

Bolton, James, Liverpool, Silk Mercer. Oct 19 at 2 at offices of Harris and Gorst, Lord st, Liverpool

Bowen, David Maddock, Maesteg, Glamorgan, Grocer. Oct 17 at 12 at the Three Horse Shoes Inn, Bridgend, Glamorgan. Curtis, Neath

Broadbent, Wallace, Liverpool, Licensed Victualler. Oct 23 at 3 at the Law Association Rooms, Cook st, Liverpool. Whitehead, Stalybridge

Brunsden, Thomas, High st, Brentford, Builder. Oct 18 at 3 at the Inns of Court Hotel, High Holborn. Ruddle, High Holborn

Clifton, Arthur, Orange st, Red Lion sq, Plumber. Oct 19 at 10 at offices of Day, Southampton st, Bloomsbury sq

Collins, William Robert, High st, Southgate, Upholsterer. Oct 25 at 2 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Dear, Gresham st

Cooper, William Fyndon, Dudley, Confectioner. Oct 18 at 3 at office of Jaques, Temple row, Birmingham

Corser, Herbert John, Stapenhill, Derby, Clerk of Works. Oct 17 at 3 at office of Bright Burton on Trent

Cronshaw, Robert, Blackburn, Grocer. Oct 17 at 3 at Mitre Hotel, Cathedral gates, Manchester. Holland, Blackburn

Davey, John Veale, Plymouth, Fancy Dealer. Oct 18 at 11 at office of Square and Co, Bank of England chbrs, Plymouth

Denwood, Jonathan, Salford, out of business. Oct 19 at 3 at office of Alderson, Exchange bldgs, St Mary's gate, Manchester

Eley, Richard, Llanvihangel Pontymoile, Monmouth, Farmer. Oct 19 at 11 at office of Greenway and Bythway, Pontypool

Gale, George James, Southampton, Fly Proprietor. Oct 14 at 11 at office of Guy, Albion ter, Southampton

Gaston, Francisco Garcia, Gracechurch st, Merchant. Oct 19 at 3 at office of Waddell and Co, Queen Victoria st. Carr and Son, Rood lane

Glassbrook, Thomas, Wigan, Engine Fitter. Oct 17 at 11 at office of Healy, King st, Wigan

Golds, Percy Swan, Preston, Brighton, out of business. Oct 23 at 3 at 14, Ship st, Brighton. Lamb and Evatt

Grant, Herbert, Ventnor, Cabinet Maker. Oct 20 at 2 at St John's chbrs, Ventnor, Urry

Handley, Robert, Urmston, Lancaster, Timber Dealer. Oct 19 at 11 at office of Salomonson, Kennedy st, Manchester

Hardy, Frederick, Huddersfield, Fruiterer. Oct 20 at 11 at office of Barker and Co, Yorkshire Bank chmbrs, Huddersfield

Hargreaves, James, and William Bradshaw Hargreaves, Wigan, Lancaster, Machinery Merchants. Oct 20 at 2 at office of Hopwood, King st, Wigan

Harris, John, Harpenden, Hertford, Grocer. Oct 20 at 3 at George Hotel, St Albans. Annesley, St Albans

Hart, William, Dymock, Gloucester, Farmer. Oct 18 at 10 at offices of Dighton, Newent

Headland, Henry, Alvaston, Derby, Tailor. Oct 30 at 3 at office of Moody, Corn Market, Derby

Holden, Anthony, Harpurhey, nr Manchester, Bookkeeper. Oct 18 at 3 at offices of Gardner, Cooper st, Manchester

Holloway, Edward Jacobs, Freshwater, Isle of Wight, Farmer. Oct 21 at 11 at office of Pittis, Lugley st, Newport

Ioke, Thomas, Birmingham, Leather Factor. Oct 18 at 12 at Gt Western Hotel, Colmore row, Birmingham. Mitchell

Hughes, Richard Edward, Rhyl, Flint, Land Surveyor. Oct 21 at 11 at Albion Hotel, Rhyl. Williams, Rhyl

Jones, Harry Evan, Battersea, Professor of Music. Oct 19 at 2 at office of Beldan, Hart st, Bloomsbury sq

Keating, Nicholas, Liverpool, Licensed Victualler. Oct 23 at 3 at Law Association Rooms, Cook st, Liverpool. Yates and Co

Large, John, Chester, Dairyman. Oct 20 at 11 at office of Brassey, Eastgate row North, Chester

Lawrence, George, Leicester, Musician. Oct 27 at 3 at office of Wright, Belvoir st, Leicester

Lazarus, John Israel, Southwark st, Moulding Manufacturer. Oct 25 at 2 at office of Solomon, Finsbury pavement

Leak, Robert, Leeds, York, Baker. Oct 19 at 3 at office of Burton, Park row, Leeds. Marsden and Co, Wakefield

Lyons, William, Long lane, Beef Merchant. Oct 27 at 12 at office of Llewellyn and Co, Furnival's inn, Holborn

Marchant, William James, Curtain rd, Shoreditch, Cabinet Maker. Oct 20 at 3 at office of Whittington, Bishopsgate st Without

Michael, Lewis, Bristol, Commercial Traveller. Oct 25 at 2 at office of Roberts, All Saints ct

Millett, James, West Minster, nr Sheerness, Kent, Butcher. Oct 18 at 11.30 at office of Stallon, High st, Mile Town, Sheerness

Mitchener, Stephen, Brighton, Sussex, Decorator. Oct 19 at 2 at office of Edmonds and Co, Cheapside. Ballard, Clifford's inn

Moore, Young, jun, Lichfield, no occupation. Oct 20 at 3 at office of Neville, Union passage, Birmingham

Morris, James, Oswestry, Salop, Maltster. Oct 23 at 2 at at Washington Hotel, Liverpool. Minshalls and Parry Jones, Oswestry

Oates, George, Bucknall, Stafford, Agent. Oct 19 at 3 at offices of Ashmall, Albion st, Hanley

Parkinson, Peter Robinson, Blackburn, Chemist. Oct 20 at 3 at White Bull Hotel, Church st, Blackburn. Scott, Blackburn

Parry, Evan, Laugharne, Carmarthen, Draper. Oct 23 at 10.30 at offices of Morris, Red st, Carmarthen

Pattison, Henry, and Alexander Pattison, Middlesborough, York, Mineral Water Manufacturers. Oct 19 at 3 at offices of Bainbridge and Barnley, Albert st, Middlesborough

Peachey, Goy, Sheffield, Builder. Oct 19 at 12 at offices of Auty, Queen st, Sheffield

Pepperdine, Richard, Manchester, Joiner. Oct 17 at 3 at offices of Shaw, Deansgate, Manchester. Tremewen, Manchester

Peters, William, Wavertree, Lancaster, Baker. Oct 20 at 2 at the offices of Green, Sir Thomas bldgs, Liverpool

Pritchard, William, Montague Mews South, Upper George st, Job Master. Oct 19 at 3 at Kennan's Hotel, Crown ct, Cheapside. Castle, Poultry

Puttick, Alfred, Brighton, Sussex, Painter. Oct 16 at 12 at offices of Maynard, North st, Brighton

Randall, Thomas, Cambridge pl, Norfolk sq, Paddington, Builder. Oct 23 at 11 at the offices of Chalk, Finsbury circus

Raymond, Joseph, Derby, Auctioneer. Oct 19 at 3 at office of Mole, St James' chbrs, St James' st, Derby

Reeves, William, Reading, Chair Manufacturer. Oct 21 at 10.30 at office of Newman, Friar st, Reading

Reid, William, Leeds, Innkeeper. Oct 19 at 3 at office of Dunn and French, East parade, Leeds

Robeson, Alfred, Ashburton yd, Hornsey rd, Plaster of Paris Merchant. Oct 27 at 12 at 44, Gresham st. Talbot, Finsbury circus

Rollinson, Charles, Brierley hill, Stafford, Cowkeeper. Oct 17 at 3 at office of Higgs, High st, Brierley hill

Rollinson, William, and Charles Arthur Rollinson, Brierley hill, Timber Merchants. Oct 19 at 3 at 1, Newhall st, Birmingham. Higgs, Brierley hill

Rowland, George, New Swindon, Baker. Oct 23 at 11 at office of Boodle, Albion bldgs, New Swindon

Saunders, James, Mile End rd, Builder. Oct 23 at 2 at Guildhall Tavern, Gresham st. Freemans and Dicker, Gutter lane

Scheel, Ernest, Ship alley, Carpenter. Oct 24 at 3 at office of Goldberg and Langdon, West st, Finsbury circus

Sellman, Joseph, St Martin's lane, Licensed Victualler. Oct 25 at 2 at office of Armstrong, Broad ct, Bow st

Senior, Sarah Ann, Castle st East, Oxford st, Manufacturer of Fancy Muslin. Oct 30 at 3 at office of Lumley and Lumley, Conduit st, Bond st

Severn, John, Skegby, Nottingham, Colliery Contractor. Oct 31 at 11 at office of Stevenson, Weekday cross, Nottingham

Sheere, Frederick James, Bridgwater, Somerset, Baker. Oct 19 at 2 at office of Sibley and Dickinson, Exchange West, Bristol

Sheere, Thomas, Westonzoyland, Somerset, General Dealer. Oct 19 at 12 at office of Chapman, High st, Bridgwater

Sherwood, Frank, Midhurst, Sussex, Butcher. Oct 23 at 3 at office of Cooper and Co, Lincoln's inn fields

Smith, Henry, Birkenhead, Chester, Baker. Oct 20 at 3 at office of Thompson, Hamilton st, Birkenhead

Smith, James, Leicester, Tea Merchant. Oct 20 at 3 at office of Owston and Dickinson, Friar lane, Leicester

Smith, John, Rhyl, Auctioneer. Oct 17 at 12 at office of Duncan and Pritchard, Bridge st, Chester

Teasdale, Matthew, Windy Nook, Durham, Grocer. Oct 16 at 11 at office of Stewart, Side, Newcastle upon Tyne

Thomas, James, Penygraig, nr Pontypridd, Glamorgan, Tailor. Oct 19 at 12 at office of Rosser, Church st, Pontypridd

Walton, Edwin, Wilton rd, Pimlico, Coffee house Keeper. Oct 30 at 3 at office of Hatton and Westcott, Strand

Ward, Edward, Eccles, nr Manchester, Butcher. Oct 25 at 11 at office of Smith and Sykes, King st, Manchester

Ward, John, Matlock, Derby, Grocer. Oct 23 at 12 at office of Potter, Irongate, Derby

Watkins, Alfred, Kings Swinford, Stafford, Grocer. Oct 17 at 3 at office of Waldron, High st, Brierley hill

Watts, Robert, Chipping Norton, Oxford, Butcher. Oct 19 at 1 at Railway Hotel, Park End st, Oxford. Corbett, Cross, Worcester

Wearden, John, Blackburn, Lancaster, Beerseller. Oct 20 at 3 at office of Withers, Tackette st, Blackburn

West, Henry, Newent, Gloucester, Farrier. Oct 20 at 4, at office of Price, High st, Newent

Williamson, Thomas, Hertford, Sewing Machine Factor. Oct 11 at 10.30 at offices of Corner, High Town, Hereford

Wilshin, James, Harpenden, Hertford, Clerk. Oct 17 at 3 at offices of Cooper and Co, Lincoln's inn fields

Winning, Henry Lawrence, Cheltenham, Baker. Oct 17 at 11 at office of Clark, Regent st, Cheltenham

TUESDAY, Oct. 10, 1882.

Acworth, John, Ospringe, Kent, Farmer. Oct 31 at 12 at office of Tassell, West st, Faversham
Ailt, William, jun, Wolverhampton, Boot Manufacturer. Oct 24 at 3 at office of Stirk and Brewer, North st, Wolverhampton
Benjamin, Ezekiel Albert, Oakley rd, no occupation. Nov 3 at 3 at office of Goldberg and Longdon, West st, Finsbury circus
Bennett, Besford, North ter, Fulham rd, Commercial Clerk. Oct 30 at 3 at office of Cooper and Co, Lincoln's inn fields
Bowen, David Maddock, Maesteg, Glamorgan, Grocer. Oct 17 at 12 at County Court Office, Great Western Approach, St Mary st, Cardiff, in lieu of the place originally named
Brown, Henry Arthur, Bitton, Gloucester, Miller. Oct 18 at 2 at office of Hancock, Quay st, Bristol
Buck, Henry, Watton, Norfolk, Grocer. Oct 21 at 11 at Royal Hotel, Norwich. Powell, Garboldisham
Budds, Harry, Sittingbourne, Coal Merchant. Oct 17 at 12 at office of Gibson, West st, Sittingbourne
Carter, Jeremiah, and Thomas Carter, Halifax, Woollen Manufacturers. Oct 24 at 11 at office of Longbottom, Carlton st, Halifax
Carter, John, Walsall, Stafford, Hatter. Oct 20 at 12 at office of Bill, Bridge st, Walsall
Cater, James, Bradford, York, Solicitor. Oct 20 at 11 at office of Cater, Piece hall yd, Bradford. Rhodes, Bradford
Chilvers, Albert Alexander, Norwich, Licensed Victualler. Oct 13 at 3 at office of Stanley, Bank Plain
Churchill, James, Dorking, Surrey, Musicseller. Oct 23 at 2.30 at Cannon at Station Hotel, Cannon st. Hart and Co, Dorking
Clough, Samuel Hemming, and Atak Musgrave, Leeds, Dyers. Oct 20 at 3 at office of Saville, East parade, Leeds
Coales, Henry Jeffrey, Lambeth walk, Grocer. Oct 20 at 12 at office of Isard, Arthur st East. Hughes, St Benet's pl, Gracechurch st
Cook, Samuel, Mark lane sq, General House Contractor. Oct 26 at 3 at office of Gowing and Co, Finsbury pavement
Cope, Thomas, Little Staughton, Bedford, Farmer. Oct 25 at 11.45 at Swan Hotel, Bedford. Wade-Gery, St Neots
Cox, Leonard Philip, and William Leonard Cox, Bush lane, Cannon st, Wine Merchants. Oct 26 at 2 at office of Harper Brothers, Billiter house, Billiter st. Church, Fenchurch st
Daniel, Thomas, Wetherby, York. Innkeeper. Oct 23 at 3 at office of Bromet and Taylor, Tadcaster
Drury, Richard, Exley Hall, near Halifax, York, Wheelwright. Oct 29 at 3 at offices of Moore, Crown st, Halifax
Eve, Thomas, Liverpool, out of business. Oct 24 at 4 at offices of Lowe, Mount pleasant, Liverpool
Fisher, John Greaves, Leeds, Oil Merchant. Oct 24 at 3 at offices of Simpson and Burrell, Albion st, Leeds
George, Edwin, Withington, Lancaster, Builder. Oct 20 at 3 at offices of Grundy and Co, Booth st, Manchester
Godwin, John, Cardiff, Glamorgan, Baker. Oct 21 at 11 at offices of Enser, Royal Arcade chmbrs, St Mary st, Cardiff
Gregson, William Henry, Over Darwen, Lancaster, Cotton Manufacturers. Oct 24 at 3 at Spread Eagle Hotel, Corporation st, Manchester. Hindle, Over Darwen
Green, Henry, Stalbridge, Dorset, Retired Farmer. Oct 23 at 11 at Beer's Railway Hotel, Templecombe, Somerset. Ralph, Bruton
Griffin, Louis Muroe, Tunbridge Wells, Kent, Leather Seller. Oct 25 at 12 at Guildhall Tavern, King st, Cheapside. Crippe, Tunbridge Wells
Hague, John, Withington, Lancaster. Oct 30 at 3 at offices of Stevenson and Elliott, Brazennose st, Manchester
Harding, William Henry Charles, Forest gate, Essex, Oil and Colour Merchant. Oct 25 at 2 at offices of Vant, Leadenhall st
Hawkswell, William, Leeds, Woollen Manufacturer. Oct 23 at 11 at the Great Northern Station Hotel, Wellington st, Leeds. Hutchinson, Bradford
Hayne, Thomas Brendon, Newton Abbot, Devon, Draper. Oct 20 at 3 at offices of Andrew, Bedford circus, Exeter. Creed, Newton Abbot
Hill, William Thorpe, New North rd, Shoreditch, Frilling Manufacturer. Oct 26 at 1 at offices of White, New inn
Hoe, Frank, Burton-on-Trent, Stafford, Plumber. Oct 25 at 11 at offices of Bright, Burton-on-Trent
Hurley, Philip, Halifax, York, Cabinet Maker. Oct 24 at 3 at offices of Clay and Son, Union st, Halifax. Crossley, Halifax
Jones, John Lloyd, Llandilo Talybont, Glamorgan, Grocer. Oct 20 at 11 at offices of Howell, Stepney st, Llanelly
Kingscott, Charles, Wolverhampton, Stafford, Tent Maker. Oct 24 at 11 at offices of Langman, Bilston st, Wolverhampton
Kingsworth, George William, Falcon rd, Hatter. Oct 19 at 3 at offices of Armstrong, Fleet st
Lawrence, Emma, Birmingham, Fender Manufacturer. Oct 23 at 3 at offices of Fallows, Cherry st, Birmingham
Leadbeater, James Richard, Bristol, Licensed Victualler. Oct 20 at 2 at offices of Sibley and Dickinson, Exchange (West), Bristol
Leadbetter, Tabitha, Fleetwood, Lancaster, Fish Merchant. Oct 25 at 11 at offices of Addie, Church st, Fleetwood
Learoyd, Michael, Shipley, York, out of business. Oct 23 at 3 at Sun Hotel, Shipley. Morgan and Morgan, Bradford
Lewis, Henry Evan, Brynmawr, Brecon, Grocer. Oct 20 at 1.30 at Royal Hotel, Cardiff. Hodgens, Abergavenny
Lewis, Robert Evans Williams, Llwynhendy, nr Llanelly, Brick Manufacturer. Oct 24 at 11 at office of Howell, Stepney st, Llanelly
Lloyd, Charles Edward Audley, Boatbury, Hereford, Farmer. Oct 24 at 3 at offices of Allen and Beauchamp, Sansome pl, Worcester
Lonsdale, Peter, and Henry Lonsdale, Blackburn, Lancaster, Cotton Spinners. Oct 24 at 2 at Mitre Hotel, Cathedral Gates, Manchester. Whalley, Blackburn
Lord, William, James Lord, and John Robert Lord, Norwich, Coal Merchants. Oct 27 at 2 at Mitre Hotel, Cathedral Gates, Manchester. Watson, Oldham
Lowcock, John, Colne, Lancaster, Cotton Manufacturer. Oct 26 at 3 at Commercial Hotel, St James' row, Burnley. Proctor and Baldwin, Burnley
Meredith, Edwin, Monkwell st, Tracer of Embroidery. Oct 24 at 2 at office of Henderson, Moorgate st bldgs, Moorgate st. Phelps and Co, Gresham st
Mitchell, John William, Upton, Essex, Engineer. Oct 23 at 2 at offices of King and Peto, Abchurch lane
Moore, Frederick, Worcester, Glass Merchant. Oct 27 at 12 at offices of Corbett, Avenue House, the Cross, Worcester
Parham, George Jennings, Bruton, Somerset, Draper. Oct 25 at 11 at Wecll's Hotel, Furnival's inn, Holborn. Dyne and Muller
Paterson, William, Old Ford rd, Bow, Italian Warehouseman. Oct 26 at 3 at offices of Cooper and Co, Lincoln's inn fields
Ponsonby, John Harrison, Oldham, Lancaster, Solicitor. Oct 20 at 3 at offices of Ponsonby, Queen st, Oldham
Pook, Charles John, Gosport, Hants, Bootmaker. Oct 23 at 3 at offices of Edmonds and Co, Cheapside. Harvey and Harvey
Powell, Thomas Joseph, Bournemouth, Southampton, Bookseller. Oct 21 at 11 at the Inns of Court Hotel, Holborn. Aldridge and Aldridge, Poole
Rice, John, Walmer rd, Notting hill, Smith. Oct 25 at 3 at offices of Armstrong, Chancery lane
Richards, Thomas, Wrexham, Denbigh, Tailor. Oct 27 at 3 at Anderton's Hotel, Fleet st. Morris, Wrexham
Richards, William Henry, Birmingham, Brass Founder. Oct 23 at 11 at offices of Taylor, Colmore row, Birmingham
Rigby, Jonathan, Liverpool, Provision Merchant. Oct 25 at 3 at offices of Knowles, Cook st, Liverpool
Skins, Edmund, Metherington, Lincoln, Blacksmith. Oct 19 at 11 at offices of Page, jun, Flaxengate, Lincoln
Smith, Charles, Anstey rd, Rye lane, Peckham. Oct 17 at 3 at Mallen's Hotel, Ironmonger lane. Hare, Pinner's ct, Old Broad st
Smith, Frederick, Vanston pl, Welham green, Fulham, Furniture Dealer. Oct 19 at 3 at Chancery lane. Marshall
Smith, John, Leicester, Boot and Shoe Manufacturer. Oct 23 at 3 at office of Hincks, Bowling Green st, Leicester
Snowden, William Waddington, and William Gale, Leeds, Timber Merchants. Oct 25 at 3 at Law Institution, Albion pl, Leeds. Harland, Leeds
Spill, George, and Horatio Spill, Mile End rd, Waterproof Clothing Manufacturers. Oct 24 at 3 at St Michael's hall, George yd, Lombard st. Gasquet and Metcalfe, Idol lane, Gt Tower st
Spratt, James, Jonson's pl, Harrow rd, Paddington, Grocer. Oct 20 at 2 at Guildhall tavern, Gresham st. Carter and Bell, Eastcheap
Tansley, Lamplough Firth, Openshaw, Lancaster, Wire Drawer. Oct 20 at 3 at office of Oram and Co, Peter st, Manchester
Timpson, Edward Osborne, Great Hampden, Bucks, Carpenter. Oct 20 at 3 at 35, High st, High Wycombe. Rawlon and Awdry
Townsend, John Schonbeul, Canning Town, Butcher. Oct 20 at 3 at office of Cooper and Co, Lincoln's inn fields
Walker, George, and George Langtry, Liverpool, Drysalters. Oct 23 at 3 at office of Knowles, Cook st, Liverpool
Walker, Joseph, Kington, Hereford, Woolstapler. Oct 23 at 12 at office of Bolenham and Co, Duke st, Kington
Ward, Benjamin Alexander, Newington Butts, Ironmonger. Oct 24 at 2 at Law Institution, Chancery lane. Boulton and Co, Northampton sq, Clerkenwell
Watts, William Henry, Old Change, Manila Manufacturer. Oct 25 at 3 at office of Cannon, Wool Exchange, Coleman st
Webster, Thomas, Leicester, Grocer. Oct 21 at 3 at office of Wright, Belvoir st, Leicester
Wheatley, Mary Anne, Milford Haven, Milliner. Oct 23 at 11.30 at office of Eaton and Co, Hamilton ter, Milford Haven
Wheels, Robert Spearing, Hedge End, Southampton, Builder. Oct 23 at 3 at offices of Bell and Taylor, York chmbrs, Southampton
Wilcock, Frederick, Seven Sisters rd, Holloway, Clothier. Oct 27 at 3 at offices of Montague, Bucklersbury
Wild, John, Macclesfield, Chester, Licensed Victualler. Oct 25 at 3 at offices of Nuttall and Son, John Dalton st, Manchester
Yates, Michael, Church, Lancaster, Wholesale Confectioner. Oct 20 at 3 at Adelphi Hotel, Avenue parade, Accrington. Sharples, Accrington

CONTENTS.

CURRENT TOPICS	737	LAW STUDENTS' JOURNAL	745
THE HISTORY OF THE REMUNERATION ORDER	738	COURT PAPERS	745
THE MARRIED WOMEN'S PROPERTY ACT	739	LEGAL NEWS	745
CORRESPONDENCE	740	COMPANIES	745
THE REMUNERATION ORDER	741	LONDON GAZETTES, &c., &c.	746
LEGAL APPOINTMENTS	745	PUBLIC GENERAL STATUTES.	

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